

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DOUG SUTHERLAND, Commissioner of Public Lands

REQUEST FOR PROPOSALS

PURPOSE: Washington State Department of Natural Resources (DNR) is accepting proposals and plans for the removal and disposal of three or four vessels located on the Port Washington Narrows tidelands between the Thompson Dr and Pennsylvania Ave street ends. The project will be conducted in accordance with Revised Code of Washington (RCW) 79.100.

PROJECT LOCATION: The vessels are located on the Port Washington Narrows tidelands in Kitsap County between the Thompson Dr and Pennsylvania Ave street ends, adjacent to Penn Plaza Self Storage at 1725 Pennsylvania Ave, Bremerton WA 98337. Please contact the DNR proposals coordinator, listed at the end of this document, with questions.

PROPOSAL DUE DATE: proposals coordinator listed at 2005. Postmarks will not be : all proposals submitted are 42.17.250).

OTHER BOAT
CONSULT

must be submitted to the DNR
ater than 5:00 pm on Friday May 20,
ies are acceptable. (Please note that
r the Public Records Act—RCW

EXPECTED PERIOD FOR CONTRACT: Friday May 20, 2005 y 31st through Friday June 24, 2005.

CONTRACTOR SELECTION: Proposals (content described below) will be received from contractors who are licensed to do business in the state of Washington. The proposals and disposal plans will be reviewed for their ability to derive some monetary value from the vessels, either in whole or in scrap, and to be accomplished in an environmentally sound manner, at the most reasonable cost, and in accordance with federal, state, and local laws including the State solid waste disposal provisions embodied in RCW 70.95. DNR reserves the right to reject any of the proposals for budgetary reasons. Proposals will not be accepted from contractors that do not inspect the vessels. Inspection of the vessels by a representative of the contractor is required. The vessels will be available for inspection during normal business hours via the Penn Plaza Storage property (please check in with their front office) or by walking along the beach from the street end of Thompson Drive (go down the stairs at Port Washington Narrows Marina, turn right and go around the point). The property adjacent to State land between Penn Plaza Self Storage and Pennsylvania Avenue is not to be trespassed on. During the inspection, contractors should make a reasonable attempt to identify the hazardous materials onboard; the submitted proposal should list the likely waste streams and identify their proposed destinations. Bidders should submit a signed affidavit confirming that the vessels have been inspected.

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PROPOSAL DUE DATE: To be considered, proposals must be submitted to the DNR proposals coordinator listed at the end of this document no later than 5:00 pm on Friday May 20, 2005. Postmarks will not be accepted. E-mail and fax copies are acceptable. (Please note that all proposals submitted are subject to disclosure under the Public Records Act—RCW 42.17.250).

EXPECTED PERIOD FOR CONTRACT: Tuesday May 31st through Friday June 24, 2005.

CONTRACTOR SELECTION: Proposals (content described below) will be received from contractors who are licensed to do business in the state of Washington. The proposals and disposal plans will be reviewed for their ability to derive some monetary value from the vessels, either in whole or in scrap, and to be accomplished in an environmentally sound manner, at the most reasonable cost, and in accordance with federal, state, and local laws including the State solid waste disposal provisions embodied in RCW 70.95. DNR reserves the right to reject any of the proposals for budgetary reasons. Proposals will not be accepted from contractors that do not inspect the vessels. Inspection of the vessels by a representative of the contractor is required. The vessels will be available for inspection during normal business hours via the Penn Plaza Storage property (please check in with their front office) or by walking along the beach from the street end of Thompson Drive (go down the stairs at Port Washington Narrows Marina, turn right and go around the point). The property adjacent to State land between Penn Plaza Self Storage and Pennsylvania Avenue is not to be trespassed on. During the inspection, contractors should make a reasonable attempt to identify the hazardous materials onboard; the submitted proposal should list the likely waste streams and identify their proposed destinations. Bidders should submit a signed affidavit confirming that the vessels have been inspected.

Bidders will be informed whether they submitted the apparent successful proposal by 5:00 pm on Thursday May 26th 2005.

SCOPE OF WORK: The scope of work will include three vessels, names unknown, Washington Registration numbers WN-6992-K and two with unknown registration numbers and may include a fourth vessel with Washington Registration number WN-6090-JB (if this vessel is not removed by its former owner). The Contractor will be responsible for the removal and disposal of the vessels, in accordance with all applicable federal (OSHA) and state (WISHA and L&I) regulations including the solid waste disposal provisions of RCW 79.95. Non-hazardous waste streams must be identified, segregated and disposed of accordingly. The Contractor will be responsible for the disposal of any dangerous/hazardous materials found onboard the vessel and must take all reasonable and prudent measures to ensure containment of any dangerous/hazardous materials to the immediate vicinity of the work area.

The four vessels are each approximately 35 feet long, wood-hulled pleasure boats in various stages of deterioration. One of the vessels (WN-6992-K) has been beached since January. The other three vessels have been there for many years. The vessels are entirely exposed at tides lower than approximately +3.5 MLLW. Access to the site for removal equipment will be via the Penn Plaza Self Storage property, via the Pennsylvania Avenue street end, or from the water. The property adjacent to the tidelands between Penn Plaza Self Storage and Pennsylvania Avenue is not to be trespassed on. The Contractor is responsible for negotiating any necessary access or use with Penn Plaza Self Storage and/or for obtaining a Right of Way permit from the City of Bremerton for use of the street end. DNR will obtain any other necessary permits including the Hydraulic Project Approval from Washington Dept. of Fish and Wildlife.

Note that there are several other derelict vessels and other misc. items at the site; this RFP is only for the four vessels lying directly on the tidelands. The vessels on stilts and those on dry land are not included. See picture at the end of this RFP and call the proposal coordinator if clarification is needed.

Work must be completed by June 24, 2005.

VALUABLE MATERIALS: The proceeds of the sale of any part(s) of the vessels—including scrap value—or of equipment found on the vessels will be remitted to DNR. The contractor may keep any part(s) of the vessel or equipment found on the vessel deemed to be of value only after making full payment to DNR for the part(s) or equipment. The contractor may also accept part(s) of the vessel or equipment found on the vessel as partial payment for services rendered to DNR under this contract. Both the contractor and DNR must agree to the value, in writing, of any items sold or kept by the contractor prior to the start of work. Value gained from the sale of parts of the vessel as scrap, must be inventoried, but can be taken as partial payment for services rendered to DNR under this contract.

RELATED CONTRACT PROVISIONS: The winning contractor is required to pay prevailing wages to its workers, file a performance security bond, and purchase the necessary insurances.

The security performance bond must be equal in value to the total contract amount (the amount bid in the proposal). Alternately, a Letter of Credit for the contract amount, naming the State as beneficiary. A Letter of Credit must comply with Title 62A RCW, Article 5. A savings account assignment may substitute for a performance bond. All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Performance security bonds and proof of insurances must be provided within ten (10) business days of successful bid (by 5 pm Monday June 13, 2005) and prior to the start of any on-site work.

The required insurances are:

Commercial General Liability (CGL)

With a limit of not less than One Million dollars (\$1,000,000) per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract), and contain separation of insured (cross liability) condition.

Workers' Compensation Coverage.

Contractor shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which exists out of or in connection with the performance of this agreement. Except as prohibited by law, Contractor waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability, or commercial umbrella liability insurance.

If Contractor, subcontractor or sub-subcontractor fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify State. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees.

Longshore and Harbor Worker's Insurance

Certain work or services under this agreement may require insurance coverage for longshore and harbor workers other than seaman as provided in the Longshore and Harbor Worker's Compensation Act [33 U.S.C.A. Section 901 et seq.]. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with this Act. Contractor is responsible for all civil and criminal liability that may arise from the failure to maintain such coverage.

Jones Act

Certain work or services under this agreement may require insurance coverage for seaman injured during employment resulting from negligence of the owner, master or fellow crew members as provided in 46 U.S.C.A. Section 688. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with this Act. Contractor is responsible for all civil and criminal liability that may arise from the failure to maintain such coverage.

Environmental Impairment and Contractor's Pollution Liability Insurance. Contractor shall maintain in force for the duration of this contract insurance covering losses caused by pollution conditions that arise from the operations of the contractor described under the scope of services of this agreement. Insurance shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs, and defense, including cost and expenses incurred in the investigation, defense, or settlement of claims. The insurance policy affording these required coverages shall be written in an amount of at least One Million dollars (\$1,000,000) per loss, with an annual aggregate of at least Two Million dollars (\$2,000,000) if the contract is for the removal of a single vessel. If the contract is for the removal of multiple vessels, the per loss limits remain unchanged, but an annual aggregate of at least Five Million dollars (\$5,000,000) is required. The insurance policy shall be endorsed to include as additional insured the State of Washington, Department of Natural Resources, its officers and employees. An insurer acceptable to the Department shall write the policy of insurance.

If coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this agreement, and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 36 months beginning from the time that work under the contract is completed. If the scope of services as defined in the agreement includes the disposal of any hazardous or non-hazardous materials from the job site, the Contractor must furnish to the Department evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from **the insured** facility accepting waste under this agreement. Coverage certified to the Department **must be maintained** in minimum amounts of One Million dollars (\$1,000,000) per loss, with an **annual aggregate** of at least Five Million dollars (\$5,000,000).

Business Auto Policy (BAP).

Lessee shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than One Million dollars (\$1,000,000) per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01. Lessee waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

The vessel disposal operations must take place in accordance with all applicable federal (OSHA) and state (WISHA and L&I) regulations, including the solid waste disposal provisions of RCW 70.95.

PAYMENT TERMS: Invoices will be paid within 30 days following receipt of properly completed invoice vouchers. Invoices will show a clear breakdown of the costs, and should include hazardous waste handling and disposal receipts; landfill disposal receipts, and receipts for ancillary costs.

PROPOSAL COMPONENTS: Proposals for the demolition and disposal of three Port Washington Narrows vessels submitted under this request for proposals must address each of the following elements to be considered. The proposal must address the fourth boat in a manner that will make it clear how the bid proposal will be affected by the addition of the fourth boat.

Element #		Element to be addressed
1. Company Information	1.1	Contractor's business name, address, principal place of business, telephone number, fax number, website address, Federal Employer Tax Identification number (FTIN) or Washington Uniform Business Identification number (UBI)
	1.2	Contact details for Contractor's Project Manager, including e-mail address
	1.3	List of previous work experience in the vessel salvage/disposal field
2. Technical Proposal	2.1	Preliminary list of hazardous wastes identified during site/vessel visit
	2.2	Proposed hazardous waste handling procedures for each waste stream (liquid and solid), including the inventory process which will be used for tracking
	2.3	Proposed final destination of hazardous wastes
	2.4	Proposed method(s) of vessel demolition, including proposed equipment
	2.5	Proposed method(s) of hauling/transporting debris
	2.6	Proposed final destination of non-hazardous materials
	2.7	Clean-up procedures for current beach location
	2.8	Plan of Work
	2.9	Work Schedule
	2.10	Changes in cost and proposal with addition of fourth boat
3. Management Proposal	3.1	Proposed management structure for the project, to include anticipated number of Contractor's personnel and their roles
	3.2	Names of sub-contractors to be used
4. Compliance Statements	4.1	Compliance with proposed dates of work—statement that the Contractor has available personnel and equipment to complete the work within the designated period for contract
	4.2	Compliance with DNR's proposed payment terms and invoicing terms

Element #		Element to be addressed
	4.3	Compliance with the required insurance coverages and performance bond. Compliance with delivery of insurances and bond within 10 business days of notification of successful bid
5. Cost Proposal	5.1	Total cost of all work
	5.2	Itemized costs, including at least the following elements: personnel costs; sub-contractor costs; hazardous waste handling and disposal costs; landfill costs; ancillary (yard and material) costs
	5.3	Any equipment or parts of the vessel the contractor wishes to keep and their proposed value
6. Vessel Visit Verification	6.1	Confirmation that a vessel visit was conducted. This can be in the form of a signed affidavit.

Proposals that do not address all of the above elements will not be considered.

PROPOSAL EVALUATION: Correctly submitted proposals will be evaluated on the above elements only. Evaluation will score each proposal based on the following criteria:

- Technical proposal—elements 2.1 through 2.10 above 35%
- Management proposal—elements 3.1 through 3.2 above 20%
- Cost proposal—elements 5.1 through 5.3 above 35%
- Compliance statements—elements 4.1 through 4.3 above 5%
- Experience of the consultant—elements 1.3 above 5%

Bidders will be informed whether they submitted the apparent successful proposal by 5:00 pm on Friday May 27, 2005.

DEBRIEFING PERIOD: Unsuccessful bidders may request a debriefing. The request for debriefing must be made, in writing, within five business days of contract award. (Holidays are not included as business days). Note that all proposals submitted are subject to disclosure under the Public Records Act—RCW 42.17.250.

PROPOSALS COORDINATOR: The Proposals Coordinator is the sole point of contact in the DNR for this Project. All communication between the contractors and the DNR shall be with the Proposal Coordinator, as follows:

Name	Melissa Montgomery
Phone Number	(b) (6) cell
Fax Number	(253) 926-8956
Address	DNR Aquatic Resources, 950 Farman Ave
City, State, Zip Code	Enumclaw, WA 98022
E-mail Address	melissa.montgomery@wadnr.gov

**How to find the Port Washington Narrows Vessels
between the steet ends of Thompson Drive and Pennsylvania Ave (red circle on map)
If accessed through Penn Plaza Self Storage please check in at their office.**



